



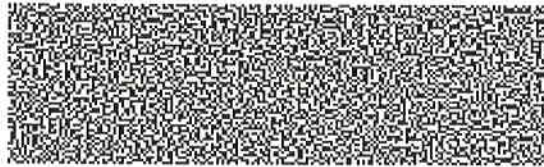
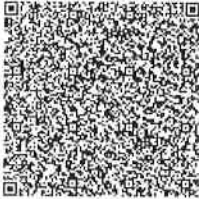
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA23806210493274W
Certificate Issued Date : 24-Sep-2024 03:09 PM
Account Reference : NONACC (FI)/ kakscsa08/ HALASURU3/ KA-GN
Unique Doc. Reference : SUBIN-KAKAKSCSA0895627785424463W
Purchased by : IBUS NETWORK AND INFRASTRUCTURE PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : LEAVE AND LICENSE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RE
Second Party : IBUS NETWORK AND INFRASTRUCTURE PRIVATE LIMITED
Stamp Duty Paid By : IBUS NETWORK AND INFRASTRUCTURE PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is executed at Kolar on 24th September 2024 (“**Execution Date**”) and is made effective from the date of execution (“**Effective Date**”).



C. Murthy
Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tambaka, Kolar - 563 103.

Statutory Alert:

- 1. The authenticity of this stamp certificate should be verified at www.stampstamp.com or use an e-Stamp Mobile App of State Policy, with transparency in the details on this Certificate and as available on the website / Mobile App readers it available.
- 2. The user of checking the authenticity on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent authority.

BY AND BETWEEN:

SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH, (A Deemed to be University), created under Section 3 of UGC Act 1956, having its principal place of office at Tamaka, Kolar, Karnataka – 563101, duly authorized to represent by its Registrar, **DR. MUNINARAYANA. C.**, hereinafter referred to as **“LICENSOR”** of the **FIRST PART**.

AND

IBUS NETWORK & INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered Office at No. 206, IndiQube Logos, 3rd Floor, Craig Park Layout, M.G. Road, Bangalore - 560001, duly represented by its authorized signatory, **MR. SUBASH VASUDEVAN**, Director, hereinafter referred to as the **“LICENSEE”** of the **SECOND PART**.

Licensor and Licensee are hereinafter jointly referred as “the parties” and individually as “the party”.

WHEREAS:

- A. The Licensor is the rightful/absolute owner of the property measuring 15,00,000 sq. ft. situated in Sri Devaraj Urs Academy of Higher Education and Research, TAMAKA, Kolar – 563103, in the name and style of Sri Devaraj Urs Academy of Higher Education and Research (**SDUAHER**), hereinafter referred to as the ‘**Said property**’ more clearly specified in Schedule A of this agreement.
- B. The **Licensee**, by virtue of IP-1 registration(s), permit(s) granted by the Department of Telecommunications, Ministry of Communications & IT, Government of India, is engaged in the business of the establishment, maintenance and provision of **In-Building Solutions (IBS)** through **passive telecommunication infrastructure** (by means of **Distributed Antenna System (DAS)/ Small Cell or otherwise**) to facilitate cellular connectivity across all Subsisting Technology of (2G/3G/4G/5G) and/or such other forthcoming technology as operated by Telecom Operators under the laws and regulations of India (Collectively referred as **“Services”**).
- C. That the Licensee is interested in providing telecommunications coverage networking services including In building solutions and Wi-Fi in the said property, by setting up of relevant telecom infrastructure facilities, more clearly specified in Schedule B of this agreement.
- D. The Licensee has approached the Licensor, and the Licensor has accepted the proposal of the Licensee for providing the Services on the terms and conditions as set out hereunder.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. SCOPE OF AGREEMENT

The Licensee has requested the Licensor for an exclusive ‘Right of Way’ license to enter in or over or upon the Building, along with the right of ingress and egress to all the earmarked common areas, in connection with provision of the Services and the Licensor agrees and grants the Licensee, the access to the earmarked space in the property subject to Licensee seeking permission and taking approval from Licensor before every visit, for installation of necessary infrastructure including and not limited to putting up the wires, Optic Fiber Cables (OFC), other cables, antenna other equipment, accessories in the said property more clearly specified in Schedule B.

2. DURATION OF AGREEMENT

The License shall come into effect on the date of execution of this Agreement and shall continue to be effective for a period of FIVE (5) YEARS from the date of first Mobile Service Provider/Operator starts availing the Services at the Said property (hereinafter referred to as **“Effective Date”**). After completion of first term, it may be extended for additional period mutually agreed upon then. Save as provided herein under this Agreement, the Licensor shall be bound by a Lock In Period of 5 (five) years and shall not have any rights to terminate this Agreement within such Lock-In Period.



C. Munin
Registrar
Sri Devaraj Urs Academy of Higher Education and Research
Tamaka, Kolar - 563 103

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SECRET
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3. CONSIDERATION

In consideration of License granted under this Agreement:

- a) As this is installation on request of Licensor and for the benefit and better coverage at Licensor's premises, the License provided herein is FREE of COST i.e., the Licensee is not obligated to pay to the Licensor any License Fee/any other amounts unless specifically agreed herein.
- b) The Licensee assures to better mobile network coverage in the said premises by bring in most of the mobile service operators, subject to availability of mobile service operator.
- c) The Licensee shall share its infrastructure with multiple mobile service operators and the Licensor shall have no objection to the same. It is agreed that, for the installation of the telecom equipment of additional mobile service operators, does not entitle Licensor to any license fee or other charges.

4. REPRESENTATION AND WARRANTIES

Each Party represents and warrants to the other Party that-

- i. That it has full power, capacity, and authority to execute, deliver and perform this Agreement and it has taken all necessary action (corporate, statutory, or otherwise), to execute, deliver, perform, and authorize the execution, delivery, and performance of this Agreement.
- ii. This Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms; and neither the making of this Agreement, nor compliance with its terms will conflict with or result in the breach of or constitute a default or require any consent under any judgment, injunction, order, decree, or award which is binding upon such Party.
- iii. It has the necessary permits, registrations, licenses, approvals, infrastructure, manpower, experience, and financial capabilities to render the Services envisaged in this Agreement and shall always during the Term of this Agreement keep the same valid and subsisting.

5. OBLIGATION OF LICENSOR:

- a) That the Licensor shall facilitate the deployment of the network at the said property to provision uninterrupted services.
- b) That the Licensor shall provide a space measuring an aggregate built-up area of about **500** Square Feet inside and the terrace of the said property to accommodate and install its telecom infra and operator's active telecom equipment namely Base Transceiver Station (BTS)/eNode/ NR), Power Access Points and other equipment's as required towards operation of the Services.
- c) The Licensee shall provide to the Licensor the Installation plan of wiring, network, above ground or underground cabling line etc. and take prior approval from the Licensor before undertaking any activity within the premises of the Licensor.
- d) The Licensor shall allow access to the Licensee to use the common areas of the said property for the following activities on mutually agreed places:
 - i) Laying and establishing a network of Optical Repeaters, wires, Optic Fiber Cables (OFC) and cables, through duct or otherwise in the said property.
 - ii) Installation of all necessary poles/towers, equipment, antennas and other accessories as may be required from time to time in the Said property.
 - iii) Digging of an "earthing pit" in case the same is not available in the Said property or unable to connect to the existing available earthing pit at the Said property.



[Signature]
Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tattaka, Kolar - 563 103

- iv) Space at roof top for installation of maximum number of 4 Poles measuring up to 6/9 meters as per the requirement for telecom equipment.
- v) Approved structural and site plan of the Said property for designing and deployment of Network in the Said property.
- vi) Power supply 24 hrs. X 365 days through Grid Supply and /or backup power as per the requirement of the Network (Max 20KW). The Licensee shall pay the charges for electricity usage as per the submeter readings on actual rate.
- vii) In case of power cut, for DG back-up provided by Licensor to Licensee's operations, the operational cost of the same will be reimbursed by the Licensee to the Licensor.
- e) The Licensor shall take reasonable care and act with diligence and caution as a man of ordinary prudence would exercise in taking care of his own property in respect of the infrastructure installed by the Licensee.
- f) The Licensor or any of its staff shall not allow anyone to tamper, meddle or otherwise disturb, move from its original positions any of the wirings, cables, antennas, equipment, poles, infrastructure etc installed by the Licensee.
- g) The Licensor shall maintain comprehensive insurance in respect of the Premises at his own cost. The insurance in respect of the belongings of the Licensee in the Premises shall be maintained by the Licensee at its own cost.
- h) Both parties agree that in case of any default on part of the other in adhering to any of its obligation under this agreement, the aggrieved party shall have a right to terminate the agreement with immediate effect and claim damages suffered by the default party.
- i) After approval of any installation plan and written intimation thereof, the Licensor shall not change the same without the approval / consent of the Licensee.
- j) The Licensor shall intimate the Licensee if there is any change required in Installation plan due to situational requirements and Licensee shall make arrangements within 7 days of notification and the cost of the alternative plan shall be shared by both the parties.
- k) All the right, title, interest, ownership and any other incidental rights whatsoever in the cables, ducts and equipment installed under this license shall solely vests in the Licensee or its associates or Third Party, as the case may be.
- l) The Licensor or any other person or entity acting under them shall not have any lien, claim, charge, right or interest of any nature whatsoever over such cables, wire, antennas, ducts, and any type of equipment if any, belonging to the Licensee, under any circumstances whatsoever.
- m) The Licensor to ensure all requisite approvals, statutory compliances and sanctions are met as required to construct the Building and is well authorized to operate and maintain the same from its present location.
- n) The Licensor intending to raise any issues or complaints on the service provided by the Licensee, they shall follow the Escalation Matrix as described in Schedule C of this Agreement.
- o) The Licensor hereby acknowledge and agrees that the Licensee or its authorized representatives, vendors (in relation to the Services), agents, and/or the Operators' personnel can enter into the Building at any time (24hrs.x7days) subject to Licensee seeking permission and taking approval from Licensor before every visit. Such access shall be provided to the Licensee or operator's personnel only in connection with the provision of Services and ancillary requirements, and subject to adherence of operational guidelines and disciplined operational service.

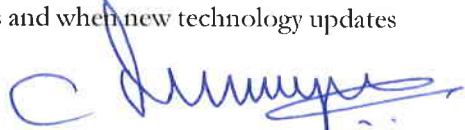


C. D. Srinivas
Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 103,

6. OBLIGATION OF LICENSEE:

- a) The Licensee agrees to undertake only those activities approved by the Licensor and shall not involve in any other unlawful or unapproved activities.
- b) The Licensee agrees to perform the activities only in the presence of the nominated staff of Licensor.
- c) The Licensee agrees and undertakes to display its and Mobile Service Providers/Service Providers name, address and LOGO, signage, if required, only at such place(s) as designated by the Licensor and in no other location within the Said property.
- d) The Licensee agrees to compensate Licensor for any loss or damage to the property of the Licensor during the installation or subsequently due to faulty work of the Licensee.
- e) The Licensee shall be responsible and liable for the safety of its personnel (employees, sub-contractors and others as nominated) while working on its equipment/installation in the area, open-space and/or building at large of the Property for IBS installation and daily operational works.
- f) The Licensee shall not be responsible or liable in any manner whatsoever for any injury or damage which may be caused to any employee, family member, agent, servant etc of the Licensor or any other person allowed by the Licensor to gain access to the Property who illegally tampers with the belongings of the Licensee.
- g) Licensee shall have absolute right to enter into back-end arrangements/agreements [**“Back End Agreements”**] with its affiliates or third parties for providing Services as envisaged in this agreement by deploying the network.
- h) The Licensee shall hand over the vacant possession of the Said Premises in good order and condition (reasonable wear and tear excepted) to the Licensor on the expiry of the terms of this License or its earlier termination, as the case may be, in case of any damages caused to the building because of reasons attributed to Licensee, the same will be compensated by Licensee.
- i) All costs, charges, expenses including penalties, payable on or in respect of execution and registration of this License Agreement, if any, shall be borne and paid equally by both the Parties.
- j) The Licensee has/ may take; procure loans from third party from time to time by creating pledge and hypothecation of all the Installed Equipment. The Licensor shall not have any claim, lien or charge on the said installed Equipment either for arrears, Fees compensation or otherwise and such installed Equipment are pledged and hypothecated to such third party by way of security for realization of the loans of the Licensee and shall not create any obstruction for the said third party, in exercising their rights under the relevant loan agreement(s).
- k) The Licensee shall continue to comply with all laws, bylaws, rules, regulations, orders, notifications directions, conditions of the government whether central, state, local or municipal with respect to the installations carried out by Licensee.
- l) The Licensee shall attend service calls for any outage or service issues within 24 hours of intimation by the Licensee through its help line number shared.
- m) The Licensee shall ensure proper maintenance through routine monthly check of the equipment and cables to ensure continuities quality service.
- n) The Licensee shall ensure the service coverage using latest technology and as and when new technology updates are available, the same shall be deployed.




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7. TERMINATION

- a) The agreement is valid for a period of 5 (five) years from the Effective Date and can be mutually terminated by either party by giving three months' notice to the other party.
- b) In the event of termination of this Agreement, anytime during the Term or in the event of expiry of the Agreement with no further extension/renewal, the Licensee shall consider selling its cables, wires, equipment and other accessories to the Licensor at a depreciated cost or may sell the same to any third Party and the Licensor shall provide the full co-operation to the Licensee. The Licensor shall not have any kind of lien or charge or encumbrance over the equipment / IBS and accessories installed at the building.
- c) Upon termination or expiration of this Agreement, the Licensee shall vacate the Control Room to the Licensor in good and tenantable condition subject to reasonable wear and tear. The Licensor shall permit the Licensee to remove all Equipment and ancillaries from the Control Room and lay no claims on the same.

8. FORCE MAJEURE

- a) That if the Said Premises or any part thereof be destroyed or damaged by fire, not caused by any will full act or negligence of Licensee, earthquake, tempest, flood, lighting, violence of any mob or enemy action or by any other irresistible force of nature so as to render the Property unfit for the purpose for which the same was licensed, the Licensee shall give a written notice to Licensor to provide suitable alternate space to Licensee and if it is no actioned within 60 days, Licensee shall have the option to terminate this License forthwith.
- b) If the equipment installed by the Licensee is destroyed or damaged by fire, not caused by any will full act or negligence of Licensor, earthquake, tempest, flood, lighting, violence of any mob or enemy action or by any other irresistible force of nature so as to render the equipment unfit for the purpose for which the same was licensed, the Licensor shall give a written notice to Licensee, for restoration of the services and if it is not actioned within 60 days, Licensor shall have the option to terminate this License forthwith

9. COUNTERPARTS

The Agreement shall be executed as two original counterparts; one original counterpart shall be retained by Licensee and Licensor respectively.

10. WAIVER

Failure of either party to enforce at any time or for any period of time any provision hereof shall however not be construed to be a waiver of such provisions or of the right thereafter to enforce each and every provision.

11. SEVERABILITY

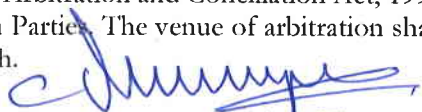
That if any provision of this License shall be determined to be void or unenforceable under applicable law such provisions shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this License shall remain valid and enforceable.

12. DISPUTE RESOLUTION AND JURISDICTION:

In the event of any controversy, dispute or difference arising out of or in connection with or in relation to this Agreement, the Party aggrieved will notify the other Party of the dispute(s) or differences with such Party and both Parties shall negotiate in good faith to settle the said disputes.

In the event that the said disputes cannot be so settled by negotiation within 30 days of the said notice, either of the Parties shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996 by sole arbitrator. A sole arbitrator shall be appointed mutually by both Parties. The venue of arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English.




Registrar
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Tamaka, Kolar - 563 103.

The Courts at Bangalore shall have exclusive jurisdiction in all matters arising out of and/or concerning this Agreement.

13. TRANSFERABILITY:

If the Licensor decides to transfer its interest in respect of the Said property to any third party at any time during the tenure of this License Agreement or any extended period thereof then in that case the Licensor before transferring its rights in respect of the Said property shall ensure that the transferee who will be acquiring the Said property shall confirm in writing to the Licensee that the terms of this Agreement shall be binding upon such transferee.

14. CONFIDENTIALITY & NON-DISCLOSURE

Each Party agrees to keep secret and confidential any and all written and/or oral information and/or data of any kind including that relating to the terms of this Agreement and the business of the Parties obtained from the other Party pursuant to this Agreement or prior to it through any conversation, meeting, discussion, and/or negotiation (“**Confidential Information**”) and to disclose the same only to those of its officers, employees, agents, contractors or subcontractors on a need-to-know basis and only to the extent necessary for each of them to perform such Party’s obligations under this Agreement. The obligations of confidentiality pursuant to this clause shall survive the termination of this Agreement.


15. ANTI-CORRUPTION AND ANTI-BRIBERY

- (i) In the performance of this Agreement, each Party represents and warrants that it, its officers, directors and, employees, and to its best knowledge after due inquiry, its shareholders, affiliates, agents, and representatives, if any, will comply strictly with all applicable anti-corruption laws; and
- (ii) Neither it nor its officers, directors, or employees, nor to its best knowledge after due inquiry its shareholders, affiliates, agents or representatives, if any, has taken nor will take any action in furtherance of an offer, payment, promise to pay, receipt, acceptance or authorization of the payment or giving or receiving of anything of value, either directly or indirectly, to or from any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage.

16. INDEMNITY:

- (i) Either Party shall indemnify the other Party for any loss or damage that may occur to the Either Party or the residents/occupants of the Said property due to any direct act of omission or negligence of the Defaulting Party. However, in no event either Party be liable to Other Party for indirect, consequential, punitive or special damages, loss of profits, or interruption of business, whether such damages are alleged in tort, contract or indemnity, even if such party has been advised of the possibility of such damages.
- (ii) To the maximum extent permitted by applicable law, in no event shall the total, aggregate liability of each party under this Agreement, for any or all claims or liability, regardless of the nature of claim or liability, whether arising in contract, tort, strict liability or any other theory of liability shall not exceed an amount of Rs. 1,00,000/- (Rupees One Lakhs Only).




Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tanaka, Kolar - 563 103

17. NOTICE:

The notice shall deem to be delivered to the respective party if sent at the following address via registered post:

LICENSEE	LICENSOR
Legal Department, iBus Network & Infrastructure Pvt. Ltd. No. 206, 3 rd floor, IndiQube Logos, Craig Park Layout, MG Road, Bangalore- 560001	The Registrar, SDUAHER, Tamaka, Kolar – 563103 Karnataka

The notice under this License shall be issued and sent by (1) Registered Post, Acknowledgment Due, to the address as recorded and last known in the records of the party sending the notice and (2) a scanned copy of the same shall also be concurrently sent to the mail id of the notice and (3) A copy shall also be sent by UPC, and the notice shall be deemed to have been received by the notices upon expiry of three (3) clear days of the last of the aforesaid events.

IN WITNESS WHEREOF the Parties hereto have set their hands and seal to these presents on the day, month and year first and above mentioned in presence of the witnesses.

Signed and delivered for and on behalf of ("The Licensee")  Name: Subash Vasudevan Designation: Director	Signed and delivered for and on behalf of ("The Licensor")  Name: Muninarayana. C Designation: Registrar Registrar Sri Devraj Urs Academy of Higher Education and Research Tamaka, Kolar - 563 103.
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SCHEDULE A


PROPERTY DETAILS BUILDING WISE

Building		Area in Sqft	No. Floors	Building Height
RESIDENTIAL	Gents Hostel	40000	G+4	20
	Girl Hostel	20000	G+1	20M
	Doctors Residents	50000	G+4	20M
HOSPITAL	Medical College	340000	G+3	16M
	Hospital Block	600000	G+3	16M
	University Block	200000	G+3	16M
	Care IT Block	30000	G+4	16M
COLLEGE	Library	52956	G+2	12M
	Dept Physio	25000	G+3	16M
	Dept Nutrition	30000	G+1	8M
Total		15,000,00 Sq ft		



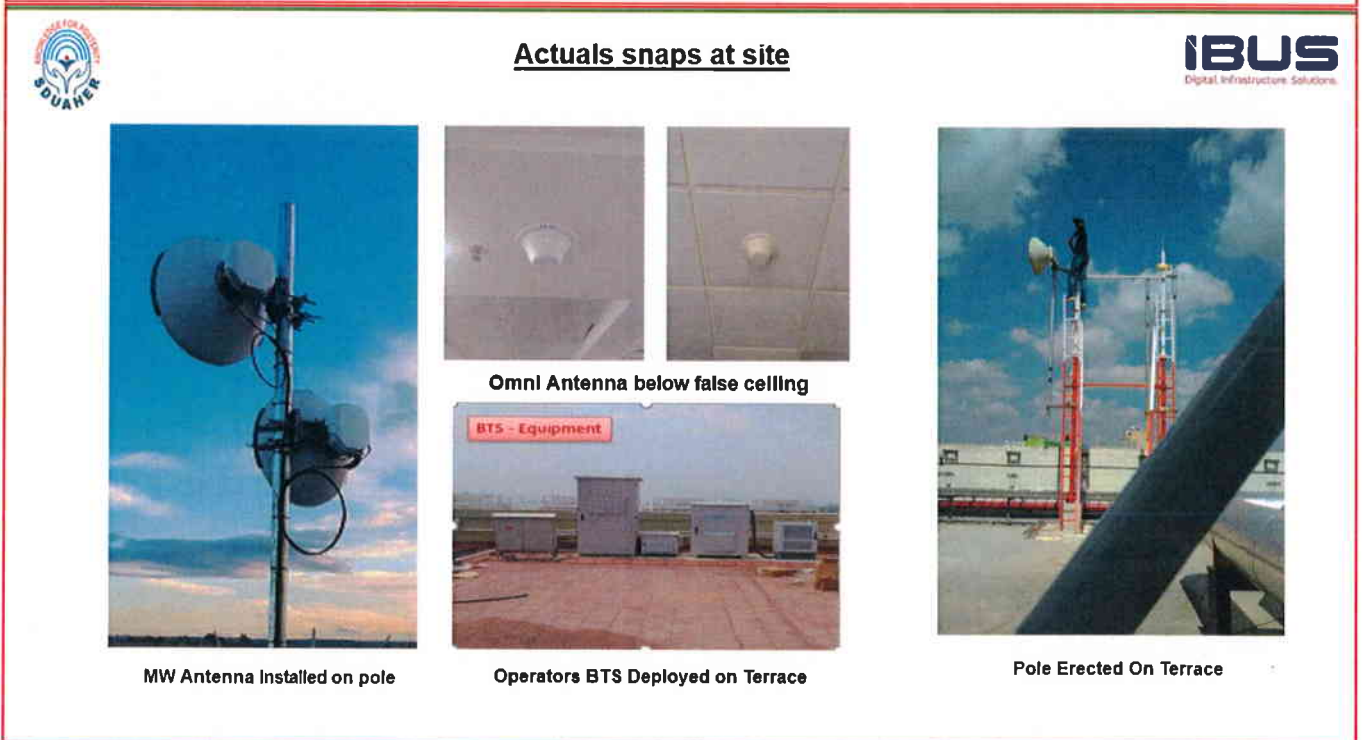
ADDENDA:

- The area mentioned above covers SDUAHER properties at both sides of the NH 75 Highway.
- This includes the Guest House Building with G+2 floors at Doctors Quarters.


Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 103.

SCHEDULE B

DETAILS OF EQUIPMENTS INSTALLED




C. Murugesan
Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tawaka, Kolar - 563 103.

SCHEDULE C

iBus Networks: Retail Escalation Matrix

Level	Name	Designation	Contact	Mail Id
Sales & Acquisition				
1	Syed Tabrez	Estate Management Lead	9620274518	tabrez.s@ibusnetworks.com
2	Lokesh G	GM - Sales	9739668811	lokesh.g@ubico.in
3	Deepak K C	GM - Sales & Operations	9742200456	deepak@ibusnetworks.com
4	Pankaj Tambe	P&L Head -South & West	9008099338	pankaj.tambe@ibusnetworks.com




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